

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:

Ch-11 LEHMAN BROTHERS SPECIAL
FINANCING, INC.

Debtor

Case No. 08-13888

Chapter 11

**NOTICE OF TRANSFER OF CLAIM
PURSUANT TO RULE 3001(e)**

PLEASE TAKE NOTICE that any and all claims of Depfa Bank plc ("**Assignor**") that are scheduled by the Debtor(s) and or filed as an original or amended Proof of Claim against the Debtor(s), including but not limited to the following:

Proof of Claim Amount	Proof of Claim No.
\$80,874,966.44	6941

have been transferred and assigned to SPCP Group, LLC ("**Assignee**"). The signature of Assignor on this document is evidence of the transfer of the claims and all rights thereto.

Assignor hereby waives any notice or hearing requirements imposed by Rule 3001 of the Bankruptcy Rules, and stipulates that an order may be entered recognizing this Assignment as an unconditional assignment and the Assignee herein as the valid owner of the Claim. You are hereby requested to make all future payments and distributions, and to give all notices and other communications, in respect of the Claim to the Assignee.

ASSIGNOR: **DEPFA BANK PLC**

Address:

1 Commons Street

Dublin 1, Ireland

Nicholas Pfeiffer
Head of Legal

Signature: **Managing Director**

Name:

Title:

Date:

ASSIGNEE: **SPCP GROUP, LLC**

Address:

c/o Silver Point Capital, L.P., Two Greenwich Plaza,
1st Floor, Greenwich, CT 06830

Signature: _____

Name: _____

Title: _____

Date: _____

DEPFA BANK plc

Trans T. 08/2
Execution
Date

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Assignor hereby waives any notice or hearing requirements imposed by Rule 3001 of the Bankruptcy Rules, and stipulates that an order may be entered recognizing this Assignment as an unconditional assignment and the Assignee herein as the valid owner of the Claim. You are hereby requested to make all future payments and distributions, and to give all notices and other communications, in respect of the Claim to the Assignee.

ASSIGNOR: DEPFA BANK PLC

Address:

1 Commons Street
Dublin 1, Ireland

Signature: _____

Name: _____

Title: _____

Date: _____

ASSIGNEE: SPCP GROUP, LLC

Address:

c/o Silver Point Capital, L.P., Two Greenwich Plaza,
1st Floor, Greenwich, CT 06830

Signature: _____

Name: _____

Title: _____

Date: _____


Jennifer Poccia
Authorized Signatory

ASSIGNMENT OF CLAIM

This **ASSIGNMENT OF CLAIM**, dated as of September 30, 2009 (this "*Assignment of Claim*"), is by and between DEPFA BANK PLC, a public limited company organized and existing under the laws of Ireland, with offices at 1 Commons Street, Dublin 1, Ireland (the "*Assignor*"), and SPCP Group, LLC, a limited liability company organized and existing under the laws of Delaware, with offices at Two Greenwich Plaza, 1st Floor, Greenwich, Connecticut, 06830, United States (the "*Assignee*").

RECITALS:

A. Assignor and Assignee entered into that Assignment Agreement, dated September 30, 2009 (the "*Assignment Agreement*").

B. Pursuant to the Assignment Agreement, Assignor and Assignee are entering into this Assignment of Claim.

Section 1. Seller hereby irrevocably sells, transfers, conveys and assigns unto Buyer the Assigned Rights, without recourse (except as provided in the Assignment Agreement), and Buyer hereby irrevocably purchases, and accepts conveyance of the Assigned Rights, without recourse (except as provided in the Assignment Agreement).

Section 2. The terms of this Assignment of Claim shall be binding upon, and shall inure to the benefit of Seller, Buyer and their respective successors and assigns. Seller hereby acknowledges that Buyer may at any time reassign the claim, together with all rights, title and interest of Buyer in and to this Assignment of Claim. All representations, warranties and indemnities made or provided for herein shall survive the execution and delivery of this Assignment of Claim and any such reassignment.

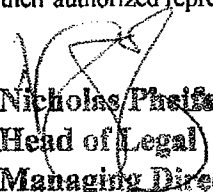
Section 3. This Assignment of Claim shall be governed by and construed in accordance with the laws of the State of New York.

Section 4. The provisions of the Assignment Agreement are incorporated by reference as if fully set forth herein.

Section 5. Capitalized terms used but not defined herein shall have the meanings given them in the Assignment Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have duly executed this Assignment of
Claim by their authorized representatives this 30th day of September 2009.


Nicholas Pfeiffer
Head of Legal
Managing Director

 **DEPFA BANK plc**

DEPFA BANK PLC

By: 

Name:

Title:

Thomas T. Gyn
Executive Director

SPCP GROUP, LLC

By: _____

Name:

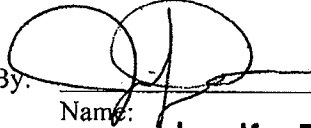
Title:

IN WITNESS WHEREOF, the undersigned have duly executed this Assignment of
Claim by their authorized representatives this 30th day of September 2009.

DEPFA BANK PLC

By: _____
Name:
Title:

SPCP GROUP, LLC

By:  _____
Name:
Title: **Jennifer Poccia**
Authorized Signatory